

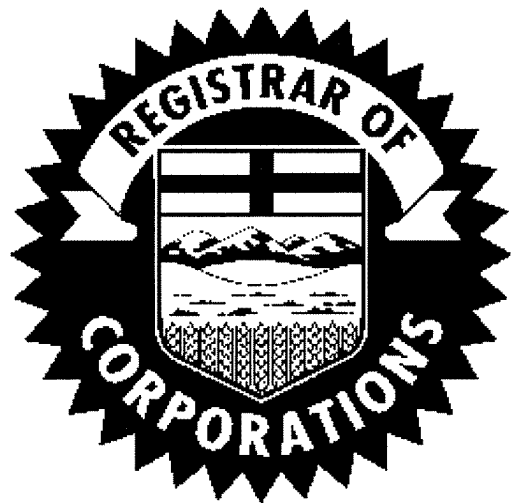
**CORPORATE ACCESS NUMBER: 2015461714**

**Alberta**

**BUSINESS CORPORATIONS ACT**

**CERTIFICATE  
OF  
AMALGAMATION**

**DARIAN RESOURCES LTD.  
IS THE RESULT OF AN AMALGAMATION FILED ON 2010/07/05.**



**Articles of Amalgamation  
For  
DARIAN RESOURCES LTD.**

**Share Structure:** SEE SCHEDULE "A" ATTACHED HERETO AND FORMING A PART HEREOF.

**Share Transfers Restrictions:** SEE SCHEDULE "B" ATTACHED HERETO AND FORMING A PART HEREOF.

**Number of Directors:**

**Min Number of Directors:** 1

**Max Number of Directors:** 11

**Business Restricted To:** NONE.

**Business Restricted From:** NONE.

**Other Provisions:** SEE SCHEDULE "C" ATTACHED HERETO AND FORMING A PART HEREOF.

**Registration Authorized By: MELISSA SMITH  
SOLICITOR**

**ALBERTA**  
REGISTRIES

**ARTICLES OF AMALGAMATION**  
Section 185

<b>DARIAN RESOURCES LTD.</b>	2. CORPORATE ACCESS NO.:
------------------------------	--------------------------

3. THE CLASSES AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE:  
**See Schedule "A" attached hereto and forming a part hereof.**

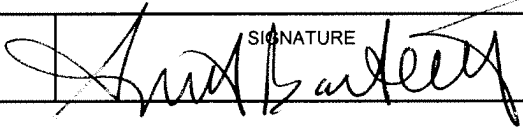
4. RESTRICTIONS, IF ANY, ON SHARE TRANSFERS:  
**See Schedule "B" attached hereto and forming a part hereof.**

5. NUMBER (OR MINIMUM AND MAXIMUM NUMBER) OF DIRECTORS:  
**Minimum 1 - Maximum 11.**

6. RESTRICTIONS, IF ANY, ON BUSINESS THE CORPORATION MAY CARRY ON:  
**None.**

7. OTHER PROVISIONS, IF ANY:  
**See Schedule "C" attached hereto and forming a part hereof.**

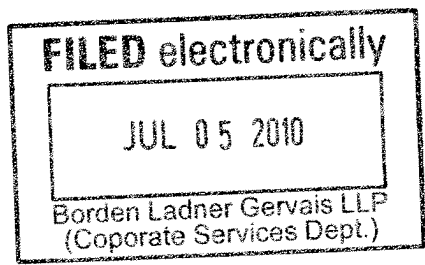
8. NAME OF AMALGAMATING CORPORATIONS:	CORPORATE ACCESS NO.:
<b>Darian Resources Ltd.</b>	<b>2011915036</b>
<b>Bowview Petroleum Inc.</b>	<b>207321274</b>

DATE	SIGNATURE	TITLE
<b>July 5, 2010</b>		

FOR DEPARTMENTAL USE ONLY  
CCA-06.109

FILED

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection and use of information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.



## SCHEDULE "A" TO ARTICLES OF AMALGAMATION

The authorized capital of the Corporation shall consist of:

- (i) an unlimited number of Common Shares;
- (ii) an unlimited number of First Preferred Shares, issuable in series; and
- (iii) an unlimited number of Second Preferred Shares, issuable in series;

which classes of shares, shall have attached thereto the rights, privileges, restrictions and conditions as set forth below:

### Common Shares

The unlimited number of Common Shares shall have attached thereto the following rights privileges, restrictions and conditions:

1. The holders of Common Shares shall be entitled to notice of, to attend and to vote at any meeting the shareholders of the Corporation (other than meetings of a class or series of shares of the Corporation other than the Common Shares as such) and to one vote per share on a ballot.
2. The holders of Common Shares shall be entitled to receive dividends as and when declared by the Board of Directors of the Corporation on the Common Shares as a class, subject to prior satisfaction of all preferential rights to dividends attached to all shares of other classes of shares of the Corporation ranking in priority to the Common Shares in respect of dividends.
3. The holders of Common Shares shall be entitled in the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, and subject to prior satisfaction of all preferential rights to return of capital on dissolution attached to all shares of other classes of shares of the Corporation ranking in priority to the Common Shares in respect of return of capital on dissolution, to share rateably, together with the holders of shares of any class of shares of the Corporation ranking equally with the Common Shares in respect of return of capital, in such assets of the Corporation as are available for distribution.

### First Preferred Shares

The unlimited number of First Preferred Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1. The First Preferred Shares may at any time or from time to time be issued in one or more series. Before any shares of a particular series are issued, the Directors of the Corporation shall, by resolution, fix the number of shares that will form such series and shall, subject to the limitations set out herein, by resolution fix the designation, rights, privileges, restrictions and conditions to be attached to the First Preferred Shares of such series, including, but without in any way limiting or restricting the generality of the foregoing, the rate, amount or method of calculation of dividends thereon, the time and place of payment of dividends, the consideration for and the terms and conditions of any purchase for cancellation, retraction or redemption thereof, conversion or exchange rights (if any), and whether into or for securities of the Corporation or otherwise, the voting rights attached thereto (if any), the terms

and conditions of any share purchase or retirement plan or sinking fund, and restrictions on the payment of dividends on any shares other than First Preferred Shares or payment in respect of capital on any shares in the capital of the Corporation or creation or issue of debt or equity securities; the whole subject to filing with the Registrar (as defined in the *Business Corporations Act* (Alberta) or successor legislation thereto) of Articles of Amendment setting forth a description of such series including the designation, rights, privileges, restrictions and conditions attached to the shares of such series.

2. Notwithstanding paragraph 1, the Directors of the Corporation may at any time or from time to time change the rights, privileges, restrictions and conditions attached to unissued shares of any series of First Preferred Shares, subject to filing with the Registrar (as defined in the *Business Corporations Act* (Alberta)) of Articles of Amendment setting forth the changes in rights, privileges, restrictions and conditions attached to the shares of such series.
3. The First Preferred Shares of each series shall rank on a parity with the First Preferred Shares of every other series with respect to accumulated dividends and return of capital. The First Preferred Shares shall be entitled to a preference over the Second Preferred Shares and the Common Shares and over any other shares of the Corporation ranking junior to the First Preferred Shares with respect to priority in the payment of dividends and in the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs. If any cumulative dividends or amounts payable on a return of capital are not paid in full, the First Preferred Shares of all series shall participate rateably in respect of such dividends, including accumulations, if any, in accordance with the sums that would be payable on such shares if all such dividends were declared and paid in full, and in respect of any repayment of capital in accordance with the sums that would be payable on such repayment of capital if all sums so payable were paid in full; provided, however, that in the event of there being insufficient assets to satisfy in full all such claims as aforesaid, the claims of the holders of the First Preferred Shares with respect to repayment of capital shall first be paid and satisfied and any assets remaining thereafter shall be applied towards the payment in satisfaction of claims in respect of dividends. The First Preferred Shares of any series may also be given such other preferences not inconsistent with paragraphs 1 through 5 hereof over the Second Preferred Shares and the Common Shares and any other shares ranking junior to the First Preferred Shares as may be determined in the case of each such series of First Preferred Shares.
4. The rights, privileges, restrictions and conditions attaching to the First Preferred Shares as a class may be added to, changed or removed but only with the approval of the holders of the First Preferred Shares given as herein specified.
5. The rights, privileges, restrictions and conditions attaching to the First Preferred Shares as a class as provided herein and as may be provided from time to time may be repealed, altered, modified, amended or amplified or otherwise varied only with the sanction of the holders of the First Preferred Shares given in such manner as may then be required by law, subject to a minimum requirement that such approval be given by resolution passed by the affirmative vote of a least two-thirds of the votes cast at a meeting of holders of First Preferred Shares duly called for such purpose and held upon at least twenty-one (21) days' notice at which a quorum is present comprising at least two persons present, holding or representing by proxy at least twenty (20%) per cent of the outstanding First Preferred Shares. If any such quorum is not present within half an hour after the time appointed for the meeting, then the meeting shall be adjourned to a date being not less than fifteen (15) days later and at such time and place as may be appointed by the chairman and at such meeting a quorum will consist of that number of shareholders present in person or represented by proxy. The formalities to be observed with

respect to the giving of notice of any such meeting or adjourned meeting and the conduct thereof shall be those which may from time to time be prescribed in the by-laws of the Corporation with respect to meetings of shareholders. On every vote taken at every such meeting or adjourned meeting each holder of a First Preferred Share shall be entitled to one (1) vote in respect of each one (\$1) dollar of stated value of First Preferred Shares held.

## Second Preferred Shares

The unlimited number of Second Preferred Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1. The Second Preferred Shares may at any time or from time to time be issued in one or more series. Before any shares of a particular series are issued, the Directors of the Corporation shall, by resolution, fix the number of shares that will form such series and shall, subject to the limitations set out herein, by resolution fix the designation, rights, privileges, restrictions and conditions to be attached to the Second Preferred Shares of such series, including, but without in any way limiting or restricting the generality of the foregoing, the rate, amount or method of calculation of dividends thereon, the time and place of payment of dividends, the consideration for and the terms and conditions of any purchase for cancellation, retraction or redemption thereof, conversion or exchange rights (if any), and whether into or for securities of the Corporation or otherwise, the voting rights attached thereto (if any), the terms and conditions of any share purchase or retirement plan or sinking fund, and restrictions on the payment of dividends on any shares other than Second Preferred Shares or payment in respect of capital on any shares in the capital of the Corporation or creation or issue of debt or equity securities; the whole subject to filing with the Registrar (as defined in the *Business Corporations Act* (Alberta) or successor legislation thereto) of Articles of Amendment setting forth a description of such series including the designation, rights, privileges, restrictions and conditions attached to the shares of such series.
2. Notwithstanding paragraph 1, the Directors of the Corporation may at any time or from time to time change the rights, privileges, restrictions and conditions attached to unissued shares of any series of Second Preferred Shares, subject to filing with the Registrar (as defined in the *Business Corporations Act* (Alberta)) of Articles of Amendment setting forth the changes in rights, privileges, restrictions and conditions attached to the shares of such series.
3. The Second Preferred Shares of each series shall rank on a parity with the Second Preferred Shares of every other series with respect to accumulated dividends and return of capital. The Second Preferred Shares shall be entitled to a preference over the Common Shares and over any other shares of the Corporation ranking junior to the Second Preferred Shares with respect to priority in the payment of dividends and in the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs. If any cumulative dividends or amounts payable on a return of capital are not paid in full, the Second Preferred Shares of all series shall participate rateably in respect of such dividends, including accumulations, if any, in accordance with the sums that would be payable on such shares if all such dividends were declared and paid in full, and in respect of any repayment of capital in accordance with the sums that would be payable on such repayment of capital if all sums so payable were paid in full; provided, however, that in the event of there being insufficient assets to satisfy in full all such claims as aforesaid, the claims of the holders of the Second Preferred Shares with respect to repayment of capital shall first be paid and satisfied and any assets remaining thereafter shall be applied towards the payment in satisfaction of claims in respect of dividends. The Second Preferred Shares of any series may also be given such other

preferences not inconsistent with paragraphs 1 through 5 hereof over the Common Shares, and any other shares ranking junior to the Second Preferred Shares as may be determined in the case of each such series of Second Preferred Shares.

4. The rights, privileges, restrictions and conditions attaching to the Second Preferred Shares as a class may be added to, changed or removed but only with the approval of the holders of the Second Preferred Shares given as herein specified.
5. The rights, privileges, restrictions and conditions attaching to the Second Preferred Shares as a class as provided herein and as may be provided from time to time may be repealed, altered, modified, amended or amplified or otherwise varied only with the sanction of the holders of the Second Preferred Shares given in such a manner as may then be required by law, subject to a minimum requirement that such approval be given by resolution passed by the affirmative vote of at least two-thirds of the votes cast at a meeting of holders of Second Preferred Shares duly called for such purpose and held upon at least twenty-one (21) days' notice at which a quorum is present comprising at least two persons present, holding or representing by proxy at least twenty (20%) per cent of the outstanding Second Preferred Shares. If any such quorum is not present within half an hour after the time appointed for the meeting, then the meeting shall be adjourned to a date being not less than fifteen (15) days later and at such time and place as may be appointed by the chairman and at such meeting a quorum will consist of that number of shareholders present in person or represented by proxy. The formalities to be observed with respect to the giving of notice of any such meeting or adjourned meeting and the conduct thereof shall be those which may from time to time be prescribed in the by-laws of the Corporation with respect to meetings of shareholders. On every vote taken at every such meeting or adjourned meeting each holder of a Second Preferred Share shall be entitled to one (1) vote in respect of each one (\$1) dollar of stated value of Second Preferred Shares held.

## **SCHEDULE "B" TO ARTICLES OF AMALGAMATION**

No shares of the Corporation shall be transferred without the approval of the directors, provided that approval of any transfer of shares may be given as aforesaid after the transfer has been effected upon the records of the Corporation, in which event, unless the said approval stipulates otherwise, the said transfer shall be valid and shall take effect as from the date of its very entry upon the books of the Corporation.



## SCHEDULE "C" TO ARTICLES OF AMALGAMATION

- (a) The number of shareholders of the Corporation, exclusive of:
  - (i) persons who are in its employment or that of an affiliate, and;
  - (ii) persons who, having been formerly in its employment or that of an affiliate, were, while in that employment, shareholders of the Corporation and have continued to be shareholders of that Corporation after termination of that employment,  
  
is limited to not more than 50 persons, 2 or more persons who are the joint registered owners of 1 or more shares being counted as 1 shareholder.
- (b) Any invitation to the public to subscribe for the securities of the Corporation is prohibited.
- (c) The directors of the corporation may, without authorization of the shareholders:
  - (i) borrow money on the credit of the Corporation;
  - (ii) issue, reissue, sell or pledge debt obligations of the Corporation;
  - (iii) subject to the *Business Corporations Act* of Alberta, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
  - (iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.
- (d) The directors may, by resolution, delegate the powers referred to in subsection (c) hereof to a director, a committee of directors or an officer.
- (e) The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last annual general meeting of the Corporation.
- (f) Meetings of the shareholders may be held at any place within Alberta or at any of the following cities: Vancouver, British Columbia; Victoria, British Columbia; Kelowna, British Columbia; Winnipeg, Manitoba; Toronto, Ontario; Ottawa, Ontario; Montreal, Quebec; Halifax, Nova Scotia; New York, New York; Chicago, Illinois; Los Angeles, California; Palm Springs, California, San Diego, California; San Francisco, California; Seattle, Washington; or Phoenix, Arizona.



10000607104862172

STATUTORY DECLARATION OF PROPOSED DIRECTOR  
OF  
THE AMALGAMATED CORPORATION

DARIAN RESOURCES LTD.

CANADA	)	IN THE MATTER OF THE BUSINESS
	)	CORPORATIONS ACT AND THE
PROVINCE OF ALBERTA	)	AMALGAMATION OF DARIAN RESOURCES LTD.,
	)	AND BOWVIEW PETROLEUM INC.
	)	(the "Amalgamating Corporations")
TO WIT:	)	

I, **Grant A. Bartlett** of the City of Calgary, in the Province of Alberta, do solemnly declare that:

1. I am a proposed director of the amalgamated corporation Darian Resources Ltd. (hereinafter referred to as the "Amalgamated Corporation") and as such have personal knowledge of the matters herein declared to.
2. I have conducted such examinations of the books and records of the Amalgamating Corporations and have made such inquiries and investigations as are necessary to enable me to make this declaration.
3. I have satisfied myself that:
  - (a) the Amalgamated Corporation will be able to pay its liabilities as they become due;
  - (b) the realizable value of the assets of the Amalgamated Corporation will not be less than the aggregate of its liabilities and stated capital of all classes.
4. There are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

AND I MAKE this solemn declaration conscientiously believing the same to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED before me at the City )  
of Calgary, in the Province of )  
Alberta, this 5<sup>th</sup> day of )  
July, 2010. )  
\_\_\_\_\_  
A Commissioner for Oaths )  
in and for the Province of Alberta )

\_\_\_\_\_  
**GRANT A. BARTLETT**

**MELISSA SMITH**  
Barrister & Solicitor

# Amalgamate Alberta Corporation - Registration Statement

**Alberta Registration Date: 2010/07/05**

**Corporate Access Number: 2015461714**

**Service Request Number:** 14957045  
**Alberta Corporation Type:** Named Alberta Corporation  
**Legal Entity Name:** DARIAN RESOURCES LTD.  
**French Equivalent Name:**  
**Nuans Number:**  
**Nuans Date:**  
**French Nuans Number:**  
**French Nuans Date:**

## REGISTERED ADDRESS

**Street:** #501, 630 - 3RD AVENUE SW  
**Legal Description:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P 4L4

## RECORDS ADDRESS

**Street:** #501, 630 - 3RD AVENUE SW  
**Legal Description:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P 4L4

## ADDRESS FOR SERVICE BY MAIL

**Post Office Box:**  
**City:**  
**Province:**  
**Postal Code:**  
**Internet Mail ID:**

**Share Structure:** SEE SCHEDULE "A" ATTACHED HERETO AND FORMING A PART HEREOF.  
**Share Transfers Restrictions:** SEE SCHEDULE "B" ATTACHED HERETO AND FORMING A PART HEREOF.  
**Number of Directors:**

**Min Number Of Directors:** 1  
**Max Number Of Directors:** 11  
**Business Restricted To:** NONE.  
**Business Restricted From:** NONE.  
**Other Provisions:** SEE SCHEDULE "C" ATTACHED HERETO AND FORMING A PART HEREOF.

**Professional Endorsement Provided:**

**Future Dating Required:**

**Registration Date:** 2010/07/05

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**Director**

**Last Name:** BARTLETT  
**First Name:** GRANT  
**Middle Name:**  
**Street/Box Number:** #645, 404 - 6TH AVENUE SW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P 0R9  
**Country:**  
**Resident Canadian:** Y  
**Named On Stat Dec:**

**Last Name:** LEE  
**First Name:** JACK  
**Middle Name:**  
**Street/Box Number:** #405, 505 - 3RD STREET SW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P 3E6  
**Country:**  
**Resident Canadian:** Y  
**Named On Stat Dec:**

**Last Name:** RICHARDSON  
**First Name:** BLAIR  
**Middle Name:**  
**Street/Box Number:** 1490 LAFAYETTE STREET, SUITE 400  
**City:** DENVER  
**Province:** COLORADO

**Postal Code:** 80218

**Country:**

**Resident Canadian:**

**Named On Stat Dec:**

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**Amalgamating Corporation**

<b>Corporate Access Number</b>	<b>Legal Entity Name</b>
207321274	BOWVIEW PETROLEUM INC.
2011915036	DARIAN RESOURCES LTD.

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**Attachment**

<b>Attachment Type</b>	<b>Microfilm Bar Code</b>	<b>Date Recorded</b>
Share Structure	ELECTRONIC	2010/07/05
Restrictions on Share Transfers	ELECTRONIC	2010/07/05
Other Rules or Provisions	ELECTRONIC	2010/07/05
Statutory Declaration	10000607104862172	2010/07/05

**Registration Authorized By:** MELISSA SMITH  
SOLICITOR

**ALBERTA**  
REGISTRIES

**NOTICE OF ADDRESS OR  
NOTICE OF CHANGE OF ADDRESS**

1. NAME OF CORPORATION:  <b>DARIAN RESOURCES LTD.</b>	2. CORPORATE ACCESS NO.:
---	--------------------------

3. ADDRESS OF REGISTERED OFFICE (P.O. Box number **can only** be used by a society):

Street	City/Town	Province	Postal Code
<b>501, 630 – 3<sup>rd</sup> Avenue S.W.</b>	<b>Calgary</b>	<b>AB</b>	<b>T2P 4L4</b>

OR

LEGAL LAND DESCRIPTION

Section	Township	Range	Meridian
<b>N/A</b>			

4. RECORDS ADDRESS (P.O. Box number **cannot** be used)

Street	City/Town	Province	Postal Code
<b>501, 630 – 3<sup>rd</sup> Avenue S.W.</b>	<b>Calgary</b>	<b>AB</b>	<b>T2P 4L4</b>

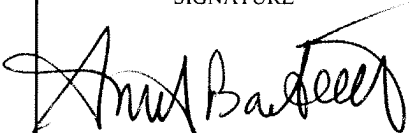
OR

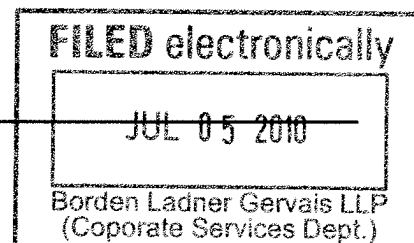
LEGAL LAND DESCRIPTION

Section	Township	Range	Meridian
<b>N/A</b>			

5. ADDRESS FOR SERVICE BY MAIL (IF DIFFERENT FROM ITEM 3):  
(Note: If this is a change, please read instructions carefully)

Postal Office Box Only	City/Town	Province	Postal Code
<b>N/A</b>			

DATE	SIGNATURE	TITLE
<b>July 5, 2010</b>		



**ALBERTA**  
REGISTRIES

**NOTICE OF DIRECTORS  
NOTICE OF CHANGE OF DIRECTORS**

1. NAME OF CORPORATION: <b>DARIAN RESOURCES LTD.</b>	2. CORPORATE ACCESS NO.:
---	--------------------------

3. THE FOLLOWING PERSON(S) WERE APPOINTED DIRECTOR(S) - DATE:

NAME	MAILING ADDRESS (INCLUDING POSTAL CODE)	RESIDENT CANADIAN

4. THE FOLLOWING PERSON(S) CEASED TO HOLD OFFICE AS DIRECTOR(S) - DATE:

NAME	MAILING ADDRESS (INCLUDING POSTAL CODE)

5. AS OF THIS DATE THE DIRECTORS OF THE CORPORATION ARE:

NAME	MAILING ADDRESS (INCLUDING POSTAL CODE)	RESIDENT CANADIAN
Grant Bartlett	645,404 – 6 <sup>th</sup> Avenue S.W. Calgary, AB T2P 0R9	Yes
Jack Lee	Suite 405, 505 – 3 <sup>rd</sup> Street S.W. Calgary, AB T2P 3E6	Yes
Blair Richardson	1490 Lafayette Street, Suite 400 Denver, CO 80218	No

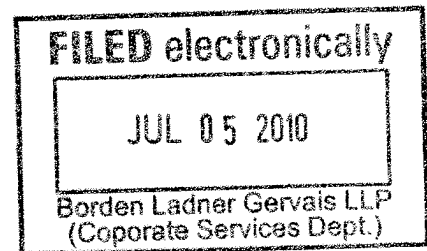
6. TO BE COMPLETED ONLY BY ALBERTA CORPORATIONS:

ARE AT LEAST 25 PERCENT OF THE MEMBERS OF THIS BOARD OF DIRECTORS RESIDENT CANADIANS?

YES

NO

DATE July 5, 2010	SIGNATURE 	TITLE President and Chief Executive Officer
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**PLAN OF ARRANGEMENT UNDER SECTION 193**

**OF THE**

***BUSINESS CORPORATIONS ACT (ALBERTA)***

**ARTICLE 1  
INTERPRETATION**

1.1 In this Plan of Arrangement, the following terms have the following meanings:

“**ABCA**” means the *Business Corporations Act (Alberta)*, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;

“**Amalco**” means the corporation resulting from the amalgamation of Darian and Bowview pursuant to subsection 3.1(d) hereof;

“**Amalco Share**” means a common share of Amalco;

“**Arrangement**”, “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar expressions mean and refer to the proposed arrangement involving Crescent Point, the Partnership, Darian, Bowview, Amalco and the Darian Shareholders pursuant to section 193 of the ABCA, on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

“**Arrangement Agreement**” means the arrangement agreement dated May 28, 2010 between Crescent Point and Darian with respect to the Arrangement, and all amendments thereto;

“**Arrangement Resolution**” means the resolution of the Darian Shareholders approving the Arrangement;

“**Articles of Arrangement**” means the articles of arrangement in respect of the Arrangement required under subsection 193(10) of the ABCA to be filed with the Registrar after the Final Order has been made to give effect to the Arrangement;

“**Asset Transfer Agreement**” means the agreement between Amalco and the Partnership to be dated the Effective Date relating to the transfer of the Assets by Amalco to the Partnership;

“**Assets**” shall have the meaning ascribed thereto in the Asset Transfer Agreement;

“**Bowview**” means Bowview Petroleum Inc., a corporation incorporated under the ABCA;

“**Bowview Share**” means a common share of Bowview;

“**Business Day**” means a day other than a Saturday, Sunday or other than a day when banks in the City of Calgary, Alberta are not generally open for business;

“**Certificate**” means the certificate or other confirmation of filing to be issued by the Registrar pursuant to subsection 193(11) of the ABCA giving effect to the Arrangement;



“**Court**” means the Court of Queen’s Bench of Alberta;

“**Crescent Point**” means Crescent Point Energy Corp., a corporation continued under the ABCA;

“**Crescent Point Share**” means a common share of Crescent Point;

“**Crescent Point Shareholders**” means holders from time to time of the Crescent Point Shares;

“**Darian**” means Darian Resources Ltd., a corporation incorporated under the ABCA;

“**Darian Shares**” means common shares of Darian, and “**Darian Shareholders**” means the holders from time to time of Darian Shares;

“**Depository**” means Olympia Trust Company at its offices referred to in the Letter of Transmittal;

“**Dissent Rights**” means the right of a registered Darian Shareholder to dissent to the resolution approving the Arrangement and to be paid the fair value of the Darian Shares in respect of which the holder dissents, all in accordance with section 191 of the ABCA, the Interim Order and Article 5 hereof;

“**Dissenting Shareholders**” means the registered Darian Shareholders that validly exercise the Dissent Rights and “**Dissenting Shareholder**” means any one of them;

“**Effective Date**” means the date the Arrangement is effective under the ABCA;

“**Effective Time**” means 12:01 a.m. (Calgary time) on the Effective Date;

“**Final Order**” means the order of the Court approving the Arrangement pursuant to subsection 193(9) of the ABCA in respect of Darian, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

“**Interim Order**” means an interim order of the Court concerning the Arrangement under subsection 193(4) of the ABCA in respect of Darian and the Darian Shareholders, containing declarations and directions with respect to the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

“**Letter of Transmittal**” means the Letter of Transmittal pursuant to which Darian Shareholders are required to deliver certificates representing Darian Shares;

“**Parties**” means, collectively, Crescent Point and Darian and “**Party**” means any one of them;

“**Partnership**” means Crescent Point Resources Partnership, a general partnership existing under the laws of the Province of Alberta;

“**Partnership Interest**” means partnership interest in the Partnership;

“**Plan**” or “**Plan of Arrangement**” means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and Article 7 of the Arrangement Agreement;

“**Registrar**” means the Registrar of Corporations duly appointed under the ABCA; and

“**Tax Act**” means the *Income Tax Act* (Canada), R.S.C. 1985, c.l. (5<sup>th</sup> Supp), as amended, including the regulation promulgated thereunder.

- 1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.
- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.
- 1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.
- 1.5 In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.
- 1.6 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

## **ARTICLE 2 ARRANGEMENT AGREEMENT**

- 2.1 This Plan of Arrangement is made pursuant and subject to the provisions of, and forms part of, the Arrangement Agreement.
- 2.2 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate, will become effective on, and be binding on and after, the Effective Time on: (i) the Darian Shareholders; (ii) Darian; (iii) Bowview; (iv) Crescent Point; and (v) the Partnership.
- 2.3 The Articles of Arrangement and Certificate shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the times set out therein.

## **ARTICLE 3 ARRANGEMENT**

- 3.1 Commencing at the Effective Time in one minute intervals, each of the events set out below shall occur and shall be deemed to occur in the following order without any further act or formality except as otherwise provided herein:
  - (a) the Darian Shares held by Dissenting Shareholders who have exercised Dissent Rights which remain valid immediately prior to the Effective Time shall, as of the Effective Time, be deemed to have been transferred to Crescent Point and as of the Effective Time, such Dissenting Shareholders shall cease to have any rights as Darian Shareholders, other than the right to be paid the fair value of their Darian Shares in accordance with the Dissent Rights;

- (b) each Darian Share (other than Darian Shares held by Dissenting Shareholders) shall be transferred to Crescent Point in exchange for 0.024 of a Crescent Point Share;
- (c) the stated capital account maintained by Bowview for the issued and outstanding shares in the capital of Bowview will be reduced to \$1.00 without payment of any amount in respect of those shares;
- (d) Darian and Bowview shall be amalgamated under the ABCA to form Amalco and:
  - (i) all of the property of each of Darian and Bowview shall continue to be the property of Amalco;
  - (ii) Amalco shall continue to be liable for all of the obligations of each of Darian and Bowview;
  - (iii) any existing cause of action, claim or liability to prosecution of Darian or Bowview shall be unaffected;
  - (iv) any civil, criminal or administrative action or proceeding pending by or against Darian or Bowview may be continued to be prosecuted by or against Amalco;
  - (v) a conviction against, or ruling, order or judgment in favour of or against, Darian or Bowview may be enforced by or against Amalco;
  - (vi) the Articles of Incorporation of Darian shall be deemed to be the Articles of Amalgamation of Amalco;
  - (vii) the name of Amalco shall be "Darian Resources Ltd.";
  - (viii) the issued and outstanding Darian Shares held by Crescent Point shall survive and continue as shares of Amalco without amendment;
  - (ix) the stated capital of the Amalco Shares shall be the same as the stated capital of Darian;
  - (x) the Bowview Shares shall be cancelled without any repayment of capital in respect of such shares;
  - (xi) the by-laws of Amalco shall be the by-laws of Darian;
  - (xii) the first directors of Amalco shall be the directors of Darian;
  - (xiii) the first officers of Amalco shall be the officers of Darian; and
  - (xiv) the registered office of Amalco shall be the registered office of Darian;
- (e) the Asset Transfer Agreement shall become effective pursuant to which Amalco shall sell, assign and transfer its undivided interest in the Assets to the Partnership in exchange for the issuance by the Partnership to Amalco of a Partnership Interest with a fair market value equal to the fair market value of the Assets so sold, assigned and transferred.

- 3.2 Crescent Point, Darian, Bowview, Amalco and the Partnership shall make the appropriate entries in their respective securities registers to reflect the matters referred to in Section 3.1.
- 3.3 With respect to each Darian Shareholder, other than Dissenting Shareholders, at the Effective Time, upon the transfer of each Darian Share from the Darian Shareholders to Crescent Point pursuant to subsection 3.1(b):
- (a) each holder of a Darian Share shall cease to be a holder of the Darian Shares so transferred and the name of such holder shall be removed from the register of holders of Darian Shares as it relates to the Darian Shares so transferred;
  - (b) Crescent Point shall become the holder of the Darian Shares so transferred and shall be added to the register of holders of Darian Shares; and
  - (c) Crescent Point shall allot and issue to such holder the number of Crescent Point Shares issuable to such holder on the basis set forth in subsection 3.1(b), and the name of such holder shall be added to the register of holders of Crescent Point Shares.
- 3.4 A former holder of Darian Shares who acquires Crescent Point Shares pursuant to subsection 3.1(b) shall be entitled to make an income tax election pursuant to section 85 of the Tax Act (and the analogous provisions of applicable provincial income tax law) (the “**Election**”). A Darian Shareholder who is entitled to file an Election must provide a signed copy of the duly completed prescribed form(s) of election to Crescent Point within 90 days following the Effective Date. Such prescribed election form(s) will be signed by Crescent Point and returned to the Darian Shareholder within 30 days of receipt for filing by the Darian Shareholder with the applicable authorities.

#### **ARTICLE 4 OUTSTANDING CERTIFICATES AND FRACTIONAL SECURITIES**

- 4.1 From and after the Effective Time, certificates formerly representing Darian Shares shall represent only the right to receive the consideration to which the holders are entitled under the Arrangement, or as to those held by Dissenting Shareholders, to receive the fair value of the Darian Shares represented by such certificates.
- 4.2 Crescent Point, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of Darian Shares of a duly completed Letter of Transmittal and the certificates representing such Darian Shares, either will:
- (a) forward or cause to be forwarded by first class mail (postage prepaid) to such former holder at the address specified in the Letter of Transmittal; or
  - (b) if requested by such holder in the Letter of Transmittal, make available or cause to be made available at the Depository for pickup by such holder;
- certificates representing the number of Crescent Point Shares issued to such holder under the Arrangement.
- 4.3 If any certificate which immediately prior to the Effective Time represented an interest in outstanding Darian Shares that were transferred or cancelled pursuant to Section 3.1 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, the Depository will issue and deliver in exchange for such lost, stolen

or destroyed certificate the consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement. Unless otherwise agreed to by Crescent Point, the person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to Crescent Point and its transfer agent, which bond is in form and substance satisfactory to Crescent Point and its transfer agent, or shall otherwise indemnify Crescent Point and its transfer agent against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

- 4.4 All dividends and distributions made with respect to any Crescent Point Shares allotted and issued pursuant to this Arrangement but for which a certificate has not been issued shall be paid or delivered to the Depository to be held by the Depository in trust for the registered holder thereof. All monies received by the Depository shall be invested by it in interest-bearing trust accounts upon such terms as the Depository may reasonably deem appropriate. Subject to Section 4.5, the Depository shall pay and deliver to any such registered holder, as soon as reasonably practicable after application therefor is made by the registered holder to the Depository in such form as the Depository may reasonably require, such distributions and any interest thereon to which such holder, is entitled, net of any applicable withholding and other taxes.
- 4.5 Any certificate formerly representing Darian Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature and, for greater certainty, the right of the holder of such Darian Shares to receive certificates representing Crescent Point Shares shall be deemed to be surrendered to Crescent Point together with all dividends, distributions or cash payments thereon held for such holder.
- 4.6 No fractional Crescent Point Shares will be issued. In the event that a Darian Shareholder would otherwise be entitled to a fractional Crescent Point Share hereunder, the number of Crescent Point Shares issued to such Darian Shareholder shall be rounded up to the next greater whole number of Crescent Point Shares, if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Crescent Point Shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all Darian Shares registered in the name of or beneficially held by such Darian Shareholder or their nominee shall be aggregated.

## **ARTICLE 5 DISSENTING SHAREHOLDERS**

- 5.1 Each registered holder of Darian Shares shall have the right to dissent with respect to the Arrangement in accordance with the Interim Order. A Dissenting Shareholder shall, at the Effective Time, cease to have any rights as a holder of Darian Shares and shall only be entitled to be paid the fair value of the holder's Darian Shares. A Dissenting Shareholder who is paid the fair value of the holder's Darian Shares shall be deemed to have transferred the holder's Darian Shares to Crescent Point at the Effective Time, notwithstanding the provisions of section 191 of the ABCA. A Dissenting Shareholder who, for any reason is not entitled to be paid the fair value of the holder's Darian Shares, shall be treated as if the holder had participated in the Arrangement on the same basis as a non-dissenting holder of Darian Shares, notwithstanding the provisions of section 191 of the ABCA. The fair value of the Darian Shares shall be determined as of the close of business on the last business day before the day on which the Arrangement is approved by the holders of Darian Shares or, if not the same day, the day the last approval is obtained; but in no event shall Darian be required to recognize such Dissenting Shareholder as shareholders of Darian after the Effective Time and the

names of such holders shall be removed from the applicable Darian register of shareholders as at the Effective Time. For greater certainty, in addition to any other restrictions in section 191 of the ABCA, no person who has voted in favour of the Arrangement shall be entitled to dissent with respect to the Arrangement.

## **ARTICLE 6 AMENDMENTS**

- 6.1 Darian and Crescent Point may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be: (i) set out in writing; (ii) filed with the Court and, if made following the date the Arrangement Resolution is approved by the Darian Shareholders, approved by the Court; and (iii) communicated to holders of Darian Shares if and as required by the Court.
- 6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Darian and Crescent Point at any time prior to or on the date the Arrangement Resolution is approved by the Darian Shareholders with or without any other prior notice or communication, and if so proposed and accepted by the persons voting on the Arrangement Resolution (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- 6.3 Darian or Crescent Point, with the consent of the other party, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the date the Arrangement Resolution is approved by the Darian Shareholders and prior to the Effective Time with the approval of the Court.
- 6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time but shall only be effective if it is consented to by each of Crescent Point and Darian, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of the Crescent Point and Darian, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of the Crescent Point and Darian or any former holder of Darian Shares.

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTER OF CALGARY**

**IN THE MATTER OF THE  
COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, as amended**

I hereby certify this to be a true copy of  
the original Order  
dated this 2 day of July 2010  
B. [Signature]  
for Clerk of the Court

**AND IN THE MATTER OF DARIAN RESOURCES LTD.;  
AND IN THE MATTER OF BOWVIEW PETROLEUM INC.**

**AND IN THE MATTER OF SECTION 193 OF THE  
ALBERTA BUSINESS CORPORATIONS ACT, R.S.A. 2000, c. B-9**

**AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING DARIAN  
RESOURCES LTD., BOWVIEW PETROLEUM INC., BIDCO, AND HOLDERS OF  
COMMON SHARES OF DARIAN RESOURCES LTD.**

BEFORE THE HONOURABLE ) AT THE CALGARY COURT CENTRE,  
MADAM JUSTICE B.E.C. ROMAINE ) IN THE CITY OF CALGARY, IN THE  
IN CHAMBERS ) PROVINCE OF ALBERTA, ON  
) FRIDAY, THE 2<sup>ND</sup> DAY OF JULY, 2010  
)  
)  
)

**FINAL ORDER**

**UPON THE APPLICATION** (the "Application") of Darian Resources Ltd. ("Darian") and Bowview Petroleum Inc. ("Bowview") (collectively the "Darian Group") for an order that the proposed arrangement (the "Arrangement") pursuant to the Arrangement Agreement (the "Arrangement Agreement") dated May 28, 2010 (being Exhibit "A" to the Confidential Affidavit of Grant A. Bartlett sworn June 7, 2010), involving the Darian Group, the Security Holders of Darian and a confidential bidder ("Bidco"), be approved by this Court pursuant to section 193(9) of the *Alberta Business Corporations Act* (the "ABCA"); **AND UPON** reading the Notice of Motion (Approving Arrangement Agreement) filed June 1, 2010 by the Darian Group, the Affidavit of Grant Aulden Bartlett sworn June 1, 2010, the Interim Order of this Honourable Court dated June 4, 2010 (the "Interim Order"), the Affidavit of Grant Aulden Bartlett sworn

June 29, 2010 and the affidavit of Kelly A. Rigeby sworn June 29, 2010; **AND UPON** hearing counsel for the Darian Group, the Monitor, and counsel present for other interested parties; **AND UPON** being satisfied that the Darian Group has substantially complied with the provisions of the Interim Order; **AND UPON** being advised that no Notices of Intention to Appear have been filed with respect to the Application; **AND UPON** being satisfied that all the shareholders of Darian have executed the Arrangement Resolution and that the Option Holders of Darian have consented to either exercise or cancel their Options;

**AND UPON IT APPEARING** that it is impracticable to effect the transactions contemplated by the Arrangement under any other provision of the ABCA;

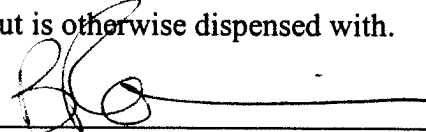
**AND UPON BEING** satisfied based upon evidence presented that the terms and conditions of the Arrangement and the procedures relating thereto are fair and reasonable to the security holders of Darian and that the Arrangement ought to be approved:

**IT IS HEREBY ORDERED AND DIRECTED THAT:**

1. The Plan of Arrangement proposed by Darian and Bidco, in the form attached as Schedule "A" to the Arrangement Agreement, is hereby approved under Section 193 of the ABCA and the Arrangement will, upon filing of the Articles of Arrangement under the ABCA, become effective in accordance with its terms and be binding on the shareholders of Darian, the Darian Group, Bidco and all other affected persons on and after the Effective Date as defined in the Arrangement Agreement;
2. The terms and conditions of the Arrangement, and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the shareholders of Darian and to all other affected parties;
3. The Articles of Arrangement in respect of the Arrangement shall be filed pursuant to the provisions of Section 193 of the ABCA and of the Arrangement Agreement, provided that if they are not filed and the Effective Date has therefore not occurred on or before July 31, 2010, subject to any permitted extensions under the Arrangement Agreement, Darian and Bidco are entitled to terminate the Arrangement;



4. Service of notice of the Application, the Notice in respect of the Meeting, and the Interim Order is hereby deemed good and sufficient;
5. Service of this Final Order shall be made on all such persons who appeared on the Application, either by counsel or in person, but is otherwise dispensed with.



\_\_\_\_\_  
J.C.C.Q.B.A.

ENTERED this 2 day of  
July, 2010.

K. MCAUSLAND



\_\_\_\_\_  
Clerk of the Court

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IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE OF CALGARY

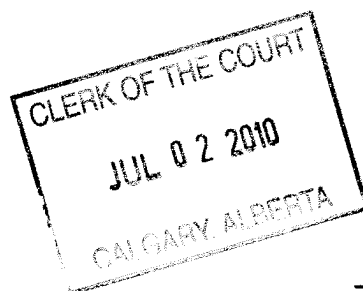
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IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF DARIAN RESOURCES LTD.;  
AND IN THE MATTER OF BOWVIEW PETROLEUM INC.

AND IN THE MATTER OF SECTION 193 OF  
THE ALBERTA *BUSINESS CORPORATIONS ACT*,  
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AND IN THE MATTER OF A PROPOSED  
ARRANGEMENT INVOLVING DARIAN RESOURCES  
LTD., BOWVIEW PETROLEUM INC., BIDCO, AND  
HOLDERS OF COMMON SHARES OF DARIAN  
RESOURCES LTD.



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**FINAL ORDER**

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BORDEN  
LADNER  
GERVAIS

**BORDEN LADNER GERVAIS LLP**

Barristers & Solicitors  
1000-400-3 Avenue SW  
Calgary, AB T2P 4H2

**JOSEF G.A. KRÜGER, Q.C.**

**Telephone:** (403) 232-9563

**Fax:** (403) 266-1395

**Email:** [jkruger@blgcanada.com](mailto:jkruger@blgcanada.com)

**File No:** #438585-000001